

# Highlander Rental Application



### HIGHLANDER RENTAL APPLICATION 100 3<sup>rd</sup> STREET, CLERMONT, FL 34711 RULES & REGULATIONS

### **RESERVATIONS & APPROVALS**

- Reservations are accepted no more than twelve months in advance of rental date. An application form will be furnished by the
  Parks & Recreation Department at the Clermont City Center or online at the City of Clermont website and must be filled out and
  approved by a Parks & Recreation staff member. All fees, deposit and paperwork must be submitted at the time of the reservation
  to ensure the reservation is held. Payment may be made in the form of cash, credit card, money orders, or check payable to the
  City of Clermont.
- Applications will not be accepted less than 14 days prior to rental date.
- Applicants are permitted to schedule a maximum of four (4) rental dates within a thirty (30) day period. New applications will be accepted once the current rental agreement has expired.
- Credit card payments may be subject to a processing fee.
- A door code for access during the rental along with instructions and rules of the building will be given when applicant secures rental
- Parking spaces are not guaranteed for the duration of any rental, as the building is within the confines of a public park.
- The Applicant shall be responsible for all payments, certificate of insurance, damages to the facility, cleaning of the facility, and must be on site for the duration of the reservation.
- The daily hours of operation are Monday through Sunday, from 7:00 AM 10:00 PM. No rentals shall go past 10:00 PM. All rentals should schedule appropriate times for set up and clean up, and must schedule and pay for the entire amount of the usage time. Renters must vacate the building by 10:00 PM
- Alcohol use is strictly prohibited in the Highlander Building without prior approval. Any applicant wishing to consume alcohol
  during their rental must complete an Alcohol Request Form from the Parks and Recreations Dept. and receive approval prior to
  their rental.
- The Highlander rental includes the 1854 sq. ft. multifunctional space, chairs and tables, restrooms & outdoor courtyard. Diagrams
  of the rental space can be requested from the Parks & Recreation Dept. The outdoor stage, pavilion, loading dock are not
  considered part of the Highlander rental. The maximum occupancy for the building is 75 persons.
- Cancellations and Refunds

### Cancellation requests must be made in writing to the Parks & Recreation Department.

Rental Cancellation and Refund Policy (application fees are nonrefundable)			
If you cancel within:	You will receive:		
30 calendar days or more of the rental date	100% of the rental cost 100% of the security deposit		
29-15 calendar days of the rental date	50% of the rental cost 100% security deposit		
14 calendar days of the rental date	No refund of the rental cost 100% security deposit		

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### **RESPONSIBILITY OF USERS**

- Applicants are responsible for leaving the building in the same condition it was before use. All chairs, tables and other
  equipment are to be returned to proper storage areas; trash is to be placed in outside receptacles; and sweeping, mopping and
  other housekeeping chores are to be performed as required. The kitchen area must also be thoroughly cleaned after each use.
  Cleaning items can be found in the chair and table storage room.
- The total cost of damages to any of the facilities being utilized or its contents will be taken out of the deposit. If the deposit does
  not cover the full amount to cover clean up or damage, then the applicant or organization will be billed for the remainder of the
  cost.
- The Parks & Recreation Director may deny the use of this building to any person or organization that fails to clean the building after use or damages the facility.

### **PROHIBITED ITEMS**

The following shall <u>not</u> be permitted inside the building:

- Flammable Substances (with the exception of sterno for chafing dishes)
- Cooking inside the building or under the pavilion including grills
- ★ Animals (with the exception of service animals)
- \* Attaching any items to the wall whether temporary or permanent is strictly prohibited
- ✗ Alcoholic Beverages (without prior approval)
- Smoking
- × Illegal Drugs
- \* No organization or individual may store or leave supplies, materials, or equipment of any sort in the building.
- Noise and music that exceeds our current noise ordinance may result additional costs and penalties enforced by Clermont Police Department
- Bounce houses or any sort of large inflatables are not permitted on property.
- Glitter or confetti.

### **ALCOHOL POLICY**

- The applicant is responsible for submitting a City of Clermont alcohol request form a minimum of 30 days prior to the rental date.
- Alcohol must be served by an approved, licensed caterer.
- The applicant is required to staff Extra Detail Clermont Police Officers for rentals/events serving alcohol on City property.
   The City of Clermont will determine the length of time and the number of officers that will be required.
- The applicant must go to www.detailkommander.com to begin the process to hire Extra Detail Clermont Police Officer.
- Alcohol is not permitted at youth related events.
- The applicant will be held responsible for the conduct of all guests and will forfeit the full security deposit if alcohol is present without prior approval. Failure to comply may result in early termination of rental.
- Armed officers and guards are not permitted to act in an official capacity on city property. Only Clermont Police
  Department and Fire Department staff may be utilized for events.

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## HIGHLANDER BUILDING RENTAL APPLICATION

Today's Date					
Name of Event					
Date(s) of Rental	Estimated Attendance:				
Rental Start Time:	Rental End Time:				
Name of Organization/Applicant *The refundable	le deposit will be made payable and mailed to	the name and ac	ddress of the applican	ıt listed*	
Check Type of Organization	Not for Profit Reside	ent N	Non Resident	Business	
Tax Exempt Yes If Yes, you must provide you	No If yes, provide Tax Exempt #  r Tax Exempt Certificate with application	on.			
Federal ID # or Driver's License #	-	Website			
Event Contact		_ Email			
Day Phone		_ Cell Phone _			
	City			Zip	
Secondary Contact		_ Phone #			
Briefly Describe Event:					
Will there be any outside vendors,	businesses, groups, etc. participating/involve	d?	Yes	No	
If yes, please list each company:					
All vendors must provide a v	valid Certificate of Insurance and Licens	se prior to rent	tal.		
Will there be food at the event?	Yes No Adm	nission Fee:	Yes	No	
Will there be alcohol at the event approved prior to your event. Vio	t? Yes* No *If yolation of this policy will result in forfeiture of yo		equest form must be s mmediate cancellation		
Clern	nont Police Officer time requiren	nent:	to		

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ITEM	RESIDENT / NON PROFIT	NON RESIDENT	COMMENTS	TOTAL
Application Fee	\$10	\$10	Non-refundable	\$10
Security Deposit	\$150	\$150	Refundable	\$150
Highlander Rental-Per Hour	\$60	\$125	2 hour minimum	
Extra Detail Clermont Police *When Required.	Rate of \$52.00 per hour.		4 hour minimum	
			Subtotal	
			Tax Sales	
			GRAND TOTAL	

### Resident/Non-Profit rate is defined as

- A resident or land owner located in the Clermont city limits
- A business located in the Clermont city limits
- Be an organization/business that is active and currently registered with the Florida Division of Corporations. Applicant must be a
  registered agent, representative, or board member of the organization/business.

### Non-Resident/Business rate is defined as

- Applicant resides outside the Clermont city limits
- Business is located outside the Clermont city limits
- \*Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits

All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured.

### **CERTIFICATE OF INSURANCE**

### A Certificate of Insurance is required from the Applicant as follows:

- For any event or facility rental by a business or organization, both for-profit and non-profit
- For any event or facility rental that is open to the general public
- To serve alcohol in any city facility or property

### A Certificate of Insurance may be requested:

- From a vendor that provides equipment (or similar items such as a tent, platform or stage, scissor lift, bounce house, etc.) to an event or facility
- Utilizing a generator or other potentially dangerous item
- Under any other condition the City determines reasonable and necessary

The COI must be submitted a minimum of 72 hours prior to the event date, listing the City of Clermont as additionally insured. If the COI is not submitted as required, the city reserves the right to cancel the rental.

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<sup>\*</sup>Non-Profits must provide business license, proof of non-profit status (501c3)

### HOLD HARMLESS/INSURANCE AGREEMENT

The user will indemnify and hold harmless the City of Clermont from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of, or resulting from the occupancy of the Park/Facility by the User, its agents, servants, invitees, and guests under this license.

The User will comply with all laws, ordinances, regulations, or other orders regarding the safety of persons or property, or their protection from damage, injury or loss.

The applicant shall supply, when required, a Certificate of Insurance reflecting minimum coverage \$1,000,000 Comprehensive General Liability Insurance, without deductibles, per occurrence. The City of Clermont shall be named as an additional insured, which shall be noted on the Certificate of Insurance. The Certificate shall indicate that the applicant's insurance policy shall not be cancelled without thirty days prior written notice to the City of Clermont.

The undersigned agrees to abide by the regulations governing the said facility and is responsible for charges incurred and must supply the Certificate of Insurance to the City of Clermont no later than fourteen (14) calendar days prior to the Program/Event Date. Also, the undersigned agrees to be responsible for damage to facilities and conduct of persons in the program and/or event. Parking is permitted only in designated areas of the park/facility.

There is no parking allowed at any place of business or residence near the park/facility unless written permission is granted by each individual owner in advance.

I understand and agree that I am responsible for any vandalism or damage to the buildings and/or fixtures during my rental dates. As assurance of such responsibility I am posting the required deposit, which will be returned to me after the completion of my scheduled event, providing that the rental facilities, buildings and fixtures are not damaged, that all equipment has been properly stored and additional cleanup is not necessary. I understand all rental fees are required at time of reservation.

I have read the rules and regulations and fully understand them. I accept responsibility and insure that all members and guests will honor and abide by the above conditions.

Name of User (printed):	
Group Representing:	
User Signature	<mark>Date</mark>
City of Clermont Employee Signature	Date

City of Clermont
Parks & Recreation Department
Clermont City Center
620 W Montrose St, Clermont, FL 34711
(352) 708-5915 Office
WWW.CLERMONTFL.GOV

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